


INVITATION TO BID STATE OF LOUISIANA LDOE, RECOVERY SCHOOL DISTRICT LDOE, RECOVERY SCHOOL DISTRICT				BIDS WILL BE PUBLICLY OPENED: FEB 12, 2010 10:00 AM																													
=====> VENDOR NO. : SOLICITATION : 2238452 FILE NO. : OPENING DATE : 02/12/10 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		PURCHASING AGENCY NO. : 682001 SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right; margin-right: 50px;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> 2238452 02/12/10 </div> LDOE, RECOVERY SCHOOL DISTRICT RECOVERY SCHOOL DISTRICT 1641 POLAND AVENUE NEW ORLEANS, LA 70117 <table style="width: 100%;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: KIM MARSHALL</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (504) 373-6200</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 02/03/10</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 682001</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--></td> </tr> <tr> <td colspan="2">LDOE, RECOVERY SCHOOL DISTRICT</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: 2026120801</td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1330258</td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 10</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 65590</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>T-NUMBER</td> <td>:</td> </tr> </table>				BUYER	: KIM MARSHALL	BUYER PHONE	: (504) 373-6200	DATE ISSUED	: 02/03/10	REQ. AGENCY	: 682001	FOLD HERE-->		LDOE, RECOVERY SCHOOL DISTRICT		AGENCY REQ. NO.	: 2026120801	ISIS REQ. NO.	: 1330258	VENDOR PHONE	:	FISCAL YEAR	: 10	CLASS/SUBCLASS	: 65590	SCHEDULED BEGIN DATE	: 00/00/00	SCHEDULED END DATE	: 00/00/00	T-NUMBER	:
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FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.																																	
TELEVISION STUDIO EQUIPMENT FOR CARVER HIGH SCHOOL																																	
TO BE COMPLETED BY VENDOR																																	
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).																																	
INSTRUCTIONS TO BIDDERS																																	
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 002WEEKS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.																																	
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE																													
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)																														

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS. UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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1 BID DELIVERY INSTRUCTIONS FOR RECOVERY SCHOOL DISTRICT:

DELIVERY INSTRUCTIONS FOR BIDDERS LISTED BELOW:

SEALED BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO:
 RECOVERY SCHOOL DISTRICT
 1641 POLAND AVENUE
 NEW ORLEANS, LA 70117

SEALED BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR
 PHYSICAL LOCATION AS FOLLOWS:

RECOVERY SCHOOL DISTRICT
 PROCUREMENT AND CONTRACTS
 1641 POLAND AVENUE
 NEW ORLEANS, LA 70117

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE
 PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE
 OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE
 BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID.
 FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION
 OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL
 BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH
 THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMA-
 TION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN
 ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE
 FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE
 PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP)
 ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID
 OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND
 CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR
 CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY
 CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING
 DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S
 FORMS IS NOT ALLOWED.

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<p>4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p> <p>5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</p> <p>6 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>7 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION MUST BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>FAILURE TO COMPLY WITH THIS REQUEST WILL ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>8 SUCCESSFUL BIDDER WILL FURNISH A REPRESENTATIVE TO DEMONSTRATE THE OPERATION AND MAINTENANCE OF EQUIPMENT.</p> <p>9 NOTE: UNIT PRICE SHOULD BE INCLUSIVE OF ANY FREIGHT CHARGES. BID SHOULD BE F.O.B. AGENCY-TITLE PASSING UPON RECEIPT OF REAGENTS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY DISQUALIFY YOUR BID.</p>			

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A PRICE LIST FOR YOUR REAGENTS SHOULD BE SUPPLIED WITH YOUR BID TO ENSURE THAT COST OF REAGENTS AND/OR MAINTENANCE HAS NOT BEEN INFLATED TO COVER RENTAL COST. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE DISQUALIFIED.

10 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

BUILDER'S RISK INSURANCE

CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE UPON THE ENTIRE WORK INCLUDED IN THE CONTRACT FOR AN AMOUNT EQUAL TO THE GREATER OF THE FULL-COMPLETED VALUE OR THE AMOUNT OF THE CONSTRUCTION CONTRACT INCLUDING ANY AMENDMENTS THERETO (WITH THE EXCEPTION OF THE FOLLOWING SUB-LIMIT FOR FLOOD/QUAKE). CONTRACTOR'S POLICY SHALL PROVIDE "ALL RISK" BUILDER'S RISK INSURANCE (EXTENDED TO INCLUDE THE PERILS OF FLOOD, EARTHQUAKE, COLLAPSE, VANDALISM/MALICIOUS MISCHIEF, AND THEFT, INCLUDING THEFT OF MATERIALS WHETHER OR NOT ATTACHED TO ANY STRUCTURE.) FLOOD/EARTHQUAKE SUB-LIMIT SHALL EQUAL AN AMOUNT NO LOWER THAN TEN PERCENT (10%) OF THE TOTAL CONTRACT COST PER OCCURRENCE.

THE POLICY MUST INCLUDE THE INTEREST OF THE OWNER, CONTRACTOR AND

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<p>SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR. THE "ALL RISK" BUILDER'S RISK INSURANCE MUST ALSO COVER ARCHITECTS' AND ENGINEERS' FEES THAT MAY BE NECESSARY TO PROVIDE PLANS AND SPECIFICATIONS AND SUPERVISION OF WORK FOR THE REPAIR AND/OR REPLACEMENT OF PROPERTY DAMAGE CAUSED BY A COVERED PERIL.</p> <p>11 VENDOR SHOULD INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED.</p> <p>VENDOR MAY CONTACT <u>MERRA BERCY</u> AT <u>504-373-6226</u> TO SCHEDULE INSPECTION.</p> <p>12 SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED INSTALLATION WHICH IS ACCEPTABLE TO THE RECOVERY SCHOOL DISTRICT.</p> <p>13 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2238452 OPEN DATE : 02/12/10 T-NUMBER :		BIDDER:			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: LDOE,RECOVERY SCHOOL DISTRICT CARVER HIGH SCHOOL ATTN: RSD PRINCIPAL 3059 HIGGINS BLVD NEW ORLEANS , LA 70126				
00001	COMMODITY CODE: 655-90-000000 TELEVISION STUDIO EQUIPMENT SEE ATTACHMENT FOR SPECIFIC ITEMS AND QUANTITIES. CONTACT PERSON: MERA J. BERCY OR NORMAN SMITH 504-373-6226 SPECIFY BRAND (& NUMBER IF APPLICABLE) 	1	LOT		

SPECIFICATIONS/SCOPE OF WORK

BID ON TELEVISION STUDIO EQUIPMENT

SCOPE OF WORK: The Recovery School District (RSD) is seeking bids from qualified firms to provide television studio equipment and accessories. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

PRICING: The RSD requires a firm fixed price per unit. Unit pricing shall include shipping, FOB Destination.

PRICE DECREASES: If prices decrease during the term of this contract, the successful bidder must notify the RSD of the lower prices so that all subsequent orders will reflect accurate pricing.

ADDITIONAL DISCOUNTS: Additional discount may be offered during the term of the contract based on purchased order quantity or amount, consolidated contract purchased quantities or amounts, or to benefit a specific educational program.

ADDITIONAL CHARGES: All additional charges such as installation, shipping, insurance, or other costs must be fully itemized and included with the bid. Charges not specified at the time of the bid/quote will not be honored.

ADDITIONAL/DELETION OF ITEMS FOR CATALOG BIDS: Any items added/deleted by the award manufacturer during the contract period shall automatically be added/deleted to this contract. This addition or deletion may be a factor of discontinued product or specification changes at RSD.

EMERGENCY PURCHASES: The RSD reserves the right to make emergency purchases from the next low bidder and so on should the vendor be unable to deliver the required item in the required timeframe.

AWARD TO NEXT RATED BIDDER: In the event of default or non-availability of product, the RSD reserves the right to utilize the next rated low bidder and their stated bid prices as needed.

DELIVERY AND INSTALLATION: Prices quoted on the Form of Proposal shall include all shipping costs. Should any product be damaged in transit, the RSD shall require the vendor to process all freight claims and accept full refund or exchange from the RSD.

EQUIPMENT QUALITY: All equipment is to be of new condition, no rebuilt or refurbished will be accepted. If at any time, the RSD receives parts of this kind a prompt exchange or refund will be furnished without any additional cost with the exchange or refund be placed on the vendor.

SUBSTITUTIONS: Substitutions of product will only be considered when manufacturer has discontinued the product or is having difficulties in the manufacturing and delivery of the product. Vendors must provide an approved substitute at the originally awarded price or lower price than the item being substituted. Vendor requests to offer substitute products for any item originally awarded on this bid shall be submitted in writing to the Purchasing Department along with the following documentation.

- a. Proof that the manufacturer has discontinued the item and it is no longer available.
- b. Complete technical specifications for the substitute product for consideration and approval by the district.

RETURN AGREEMENT: Each successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

TECHNICAL DOCUMENTATION: A complete set of manuals and all related documents for all components included in the system shall be provided upon completion of any installation. A diagram showing the details of the installed system shall be provided including clear identification of key system components.

TRAINING: The successful bidder shall be responsible for furnishing on-site instruction on any applicable equipment.

INSTALLATION AND PROGRAMMING: For television studio packages requiring installation from the awarded vendor, the vendor will schedule installation in a time period acceptable to the school principal or designee. Installation shall proceed in a timely manner and shall be completed with ten (10) business days from start to finish. All items shall be installed with new cables, connectors, wires, etc. and shall be thoroughly tested. No cable splices shall be allowed. All equipment shall be properly and professionally installed, configured, programmed and tested to ensure the goals defined in the scope of this project.

COMMUNICATION: A copy of all written communication between any RSD school site and the bidder shall be forwarded to the Purchasing Department upon issuance.

FORM OF PROPOSAL

BID ON TELEVISION STUDIO EQUIPMENT

Recovery School District Purchasing
Office of Procurement and Contracts
1641 Poland Avenue
New Orleans, La. 70117

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Louisiana purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Recovery School District, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, Carver High School, 3059 Higgins Blvd. New Orleans, La. 70126.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through

Form of Proposal - continued
 Bid on Television Studio Equipment

“NO EQUIVALENT WILL BE ACCEPTED”

Item #	Qty	Description	Unit Price Each	Total Price
1	2	PMW-EX1 Sony XDAM EX Camcorder	\$	\$
2	2	VZ-TFT7U Varizoom 7" LCD Monitor	\$	\$
3	1	AV-HS300G Panasonic Switcher	\$	\$
4	1	IA60A IDX Power Supply	\$	\$
5	2	VZ-SRockEX-R Varizoom Zoom/Focus Control	\$	\$
6	2	LS38 Libec Tripods	\$	\$
7	2	DL3 Libec Dolly	\$	\$
8	2	PH3S Libec Extra Handles	\$	\$
9	1	HVR-1500A Sony HDV VTR	\$	\$
10	1	HVBK-1505 Sony Analog Input Board	\$	\$
11	1	V-R653P-HDSDI Marshall Triple HD-SDI Monitor	\$	\$
12	2	H15/DWP AJA Converter with power supply	\$	\$
13	2	N1930W Viewsonic 19"inch LCD TV	\$	\$

Form of Proposal - continued

Bid on Television Studio Equipment

“NO EQUIVALENT WILL BE ACCEPTED”

Item #	Qty	Description	Unit Price Each	Total Price
14	1	1402-VLZ3 Mackie Audio Mixer	\$	\$
15	3	ECM-44B Lavalier Microphones	\$	\$
16	2	635A/B Electrovoice Handheld Microphones	\$	\$
17	2	6301BEAV Fostex Speakers	\$	\$
18	1	COM-40FC/C Anchor Intercom 4 Headsets with cable packages includes: PC-100 power console, four dual (H-200) headsets or four EX-50M. 50' cables, in a sturdy cardboard carrying case	\$	\$
19	1	CG-350KIT Data Video CG Video Software and hardware. District will provide PC and PC Monitor and install software / / hardware. Rack mounted PC preferable.	\$	\$
20	1	Cables Assortment Audio Video cables	\$	\$
21	1	ADMR-SL16 MR Combo Flight Case	\$	\$
22	1	RKS-SDNA28 FEC Rackmount Kit	\$	\$
23	2	U2 Middle Atlantic Rackshelves		
24	2	PD-915RV-RN Middle Atlantic Rackmount Power Supply	\$	\$
25	1	Installation, Integration/Setup/Basic Training	\$	\$
		TOTAL LINES 1-25		\$

Form of Proposal – continued
Bid on Television Studio Equipment

Item #	Description	Manufacturer	Unit Price
26	Percentage Catalog Discount		%
27	Percentage Catalog Discount		%

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

Form of Proposal - continued
Bid on Television Studio Equipment

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

DEALER'S WARRANTY: _____

LOCATION OF REPAIR SERVICES: _____

AVAILABILITY OF REPAIR PARTS: _____

ESTIMATED TIME TO EFFECT REPAIR:

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:
